

**SOCIAL SENTINEL, INC.**  
**SOCIAL SENTINEL® SERVICE ORDER FORM**

Order Form Number:		Order Form Expiration Date:	February 28, 2019
Sales Contact:	Heather Harer	Sales Contact Phone #:	860-335-7246

Client Information			
Client Name: <b>Montpelier-Roxbury School District (VT)</b>			
<b>CLIENT SUPPORT Contact (for Service use)</b>			<b>FINANCE Contact (for invoicing matters)</b>
Contact Name:	Michael Berry	Contact Name:	Grant Geisler
Title:	Director of Curriculum & Tech	Title:	Business Manager
Address:	5 High School Drive Unit 1	Address:	5 High School Drive Unit 1
City, State, ZIP:	Montpelier, VT 05602	City, State, ZIP:	Montpelier, VT 05602
Phone:	802-272-3420	Phone:	802-272-3420
Email:	<a href="mailto:MichaelBerry@mpsvt.org">MichaelBerry@mpsvt.org</a>	Email:	<a href="mailto:GrantG@mpsvt.org">GrantG@mpsvt.org</a>

Term				Service Fees	Data Usage Fees	Total Fees
Annual Period 1	3/1/2019	to	2/29/2020	\$3,360.00	\$240.00	\$3,600.00
Annual Period 2	3/1/2020	to	2/28/2021	\$3,360.00	\$240.00	\$3,600.00
Annual Period 3	3/1/2021	to	2/28/2022	\$3,360.00	\$240.00	\$3,600.00

Does Client require a PO?	
Effective Date of Agreement:	Feb 26, 2019

**PLEASE READ THIS CAREFULLY:** Client's use of the Social Sentinel® service (the "Service") will be governed by the terms and conditions of this Order Form and the Social Sentinel Service Terms of Use (the "TOU") (together, the "Agreement") in effect as of the Effective Date provided on this Order Form (the "Effective Date"). By signing this Order Form, Client agrees to be bound by the terms and conditions of both the Order Form and the TOU, effective as of the Effective Date. Client may access the TOU at the website <https://socialsentinel.com/terms-of-use-education/> (the password to access the TOU is "ssiedutou18") or obtain the TOU from the Sales Contact identified on this Order Form.

The "Term" for this Agreement will commence on the Effective Date and will continue for the duration of the Term as set forth in this Order Form, subject to the Termination provisions of the TOU. No terms, provisions or conditions of any purchase order or other business form issued by Client relating to this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Social Sentinel to object to such terms, provisions or conditions. The person signing this Order Form represents and warrants that the person has the authority to bind Client and agrees that this Agreement may be electronically signed. The parties agree the electronic signatures appearing on this Order Form are intended to authenticate this writing and have the same force and effect as hand-written signatures for purposes of validity, enforceability and admissibility.

<b>SOCIAL SENTINEL, INC.</b>	<b>CLIENT:</b>
Signature: <i>Richard Gibbs</i> <small>Richard Gibbs (Feb 26, 2019)</small>	Signature: <i>M Berry</i>
Print Name: Richard Gibbs	Print Name: MICHAEL BERRY
Title: President	Title: DIRECTOR OF TECHNOLOGY
Date: Feb 26, 2019	Date: 2/19/19

**SOCIAL SENTINEL, INC.**  
**SOCIAL SENTINEL® SERVICE TERMS OF USE**

These Social Sentinel® Service Terms of Use (“TOU”) are incorporated by reference into the Social Sentinel® Service Order Form (the “Order Form”) executed between the Client identified on the applicable Order Form and Social Sentinel, Inc. (“Social Sentinel”) (together, the “Parties”). The services provided by Social Sentinel to Client, as indicated in the Order Form, will collectively be referred to as the “Service.” The TOU, the Order Form, and any approved addenda or schedules will be the entire agreement by and between Parties (the “Agreement”).

**1. Definitions.**

“Annual Period” means the one (1) year period of time during which Client receives the Service under this Agreement. Notwithstanding the foregoing, if explicitly stated in the Order Form, Annual Period 1 may be more or less than one year depending on the Effective Date of the Agreement. If Client has an “Initial Period” under this Agreement, meaning a period of time shorter than one year prior to the first Annual Period, that Initial Period is not considered an Annual Period.

“Client Feedback” means any comments, feedback or ideas (and related materials) Client or Users submit to Social Sentinel about the Service, including possible Service developments,

“Confidential Information” means all confidential information in oral, written, graphic, electronic or other form including, but not limited to, past, present and future keywords/phrases, refined keywords/phrases, algorithms, filters, library, topic areas, business, financial and commercial information, prices and pricing methods, trade secrets, ideas, inventions, discoveries, methods, processes, know-how, computer programs, source code, and any other data or information disclosed, whether orally, visually or in writing. Confidential Information will not include data or information that: (a) is publicly available Social Media Data (as defined in this Agreement); (b) is other information that was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of the receiving party; (c) was known to the receiving party at the time of disclosure without an obligation of confidentiality, as evidenced by the receiving party's written records; (d) becomes known to the receiving party from a source other than the disclosing party without an obligation of confidentiality; or (e) is developed by the receiving party independently of the disclosing party's confidential information as demonstrated by written records.

“Data Usage Fees” means the variable third party data consumption and processing fees that Social Sentinel will incur on Client's behalf in connection with Client's use of the Service, including but not limited to data ingestion fees imposed by social media services and other third-party data providers. As more fully outlined in Section 3.5, below, the Data Usage Fees outlined on the Order Form represents Social Sentinel's good faith effort to prospectively estimate such variable costs during each Annual Period.

“Documentation” means user guides, documentation, reports, and other help materials specifically describing the Service, as may be made available by Social Sentinel to Client and updated from time to time by Social Sentinel at Social Sentinel's sole discretion.

“Force Majeure Events” means circumstances beyond a party's reasonable control, including, for example, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), failure of the internet or other hosted service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of hosted service attacks.

“Malicious Code” means any software code or program that may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, or adversely affect access to, or the confidentiality of, any system or data, or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

“Service” means the Social Sentinel® software as a service (SaaS) (and related Documentation), as updated from time to time, provided by Social Sentinel to Client that can help alert Client to threats through data and information shared publicly on social media and blog streams (“Alerts”), which Alerts Client may aggregate and assess for potential risks in the areas of security, public safety, harm, wellness or acts of violence. The Service includes the Sentinel Search<sup>SM</sup> Library, Local+<sup>SM</sup> algorithms, and the Roles and Permissions Tool.

“Service Fees” means the fees for Social Sentinel’s provision of the Service to Client (and, collectively, with the Data Usage Fees, the “Fees”).

“Social Media Data” means information that may indicate potential threats in the areas of security, public safety, harm, wellness or acts of violence based on publicly available social media posts and blog streams.

“User” means an individual who: (a) is Client’s employee or contractor, (b) is authorized by Client to use the Service, and (c) to whom Client (or Social Sentinel at Client’s request) has supplied a user identification and password.

“User Added Items” means information provided by Client or Users about Client or others, including, but not limited to, by setting “geofences” and adding Local+ information to be used by the Service.

2. Right to Use the Service. Social Sentinel hereby provides Client the right to use the Service during the Term (as defined in Section 4.1, below) in accordance with the terms and conditions of this Agreement. Any use of the Service not expressly authorized in this Agreement is strictly prohibited.

### 3. Fees and Payment.

3.1. Fees. For each Annual Period, Client shall pay the Fees to Social Sentinel in the amounts set forth in the Order Form. Except as otherwise provided in this Agreement, (a) Fees are based on the Service subscription, and not actual usage, and (b) except as otherwise stated in Section 4.4, payment obligations are non-cancelable and any Fees paid are non-refundable.

3.2. Invoicing and Payment. Fees for Annual Period 1 will be invoiced upon Social Sentinel’s receipt of the properly executed Agreement from Client. Fees for subsequent Annual Periods will be invoiced at the beginning of each Annual Period. Fees for increased Data Usage Fees will be invoiced as provided in Section 3.5, below. All payments are due from Client thirty (30) days from date of invoice. Client is responsible for providing complete and accurate billing and contact information to Social Sentinel and notifying Social Sentinel of any changes to such information.

3.3. Overdue Fees. If Client fails to make payments when due, then in addition to Social Sentinel’s other rights and remedies, Social Sentinel will have the right, at its sole discretion, to suspend the Service pending Client’s full payment of any outstanding fees, immediately terminate this Agreement, and/or recover Social Sentinel’s reasonable costs and expenses, including reasonable attorneys’ fees, expended in collection of such amounts due. Unpaid amounts will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum amount chargeable by law, commencing thirty (30) days from when the payment was due and continuing until fully paid.

3.4. Taxes. Unless otherwise stated, Social Sentinel’s fees and pricing do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). Client is responsible for paying all Taxes associated with Client’s use of the Service and licenses under this Agreement.

3.5. Data Usage Fees. Client acknowledges and understands that the Data Usage Fees outlined in the Order Form represent Social Sentinel’s good faith effort at the time the Order Form is executed to estimate, on an

annual basis, variable fees that can be known for certain only at a future date. Once actual Data Usage Fees are ascertainable for a current Annual Period, or Social Sentinel has a good faith belief that any Data Usage Fees for any given future Annual Period need adjustment, Social Sentinel may, in its sole discretion, adjust such Data Usage Fees by providing Client with written notice (which notice may be by email or through the Service) as follows: (a) Should the adjustment be made to a current Annual Period, Social Sentinel may invoice Client for, and Client shall pay as outlined in this Section 3, the difference in cost between the original Data Usage Fee amount and the actual Data Usage Fee amount. (b) Should an adjustment be made to a future Annual Period, Social Sentinel may modify the Data Usage Fee for such Annual Period and the updated Data Usage Fee will be binding upon Client. Data Usage Fees reflect third party costs, but Social Sentinel will make commercially reasonable efforts to limit any increase in Data Usage Fees to no more than 10%. Notwithstanding (a) and (b), above, for any increases to Data Usage Fees, Client has the right, in its sole discretion, to terminate this Agreement within thirty (30) days of receipt of the notice of increase by Social Sentinel.

#### **4. Term and Termination.**

4.1. As noted in the Order Form, the Term will commence on the Effective Date and (unless this Agreement is otherwise terminated as outlined in this Agreement) will continue for the duration of the Annual Periods set forth in the Order Form. Either party may terminate this Agreement at the end of any Annual Period for convenience upon at least thirty (30) days written notice to the other party prior to the end of such Annual Period.

4.2. In addition, either party may terminate this Agreement for cause: (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) immediately upon written notice to the other party of a material breach that is incapable of cure; or (c) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3. Social Sentinel may modify this Agreement from time to time. Such modifications generally will be effective at the beginning of the next Annual Period, except for limited circumstances where Social Sentinel determines a modification should go into effect at an earlier date. If Social Sentinel makes modifications to the Agreement, Social Sentinel will provide Client notice either by email, through the Service, or by other means, to provide Client the opportunity to review the changes before they become effective. If Client accepts the changes, such changes will become effective upon acceptance. If Client objects to any such changes, unless otherwise agreed to by the parties, this Agreement will terminate effective thirty (30) days from notice to Social Sentinel of such objection.

4.4. Upon termination, Client's rights and access to the Service will terminate, and Client will discontinue all use of the Service. As outlined in Section 3.1, the Fees for any paid Annual Period are non-refundable. Notwithstanding the forgoing, should Client terminate the Agreement under Section 4.2 (for cause), or should Social Sentinel terminate the Agreement for convenience under Section 4.1, Social Sentinel will refund a pro-rated portion of the Fees prepaid for any Annual Period.

4.5. Upon expiration or termination of this Agreement for any reason, those provisions of the Agreement that by their nature are intended to survive will survive in accordance with their terms, including, but not limited to, Sections 7 through 13.

#### **5. Client's Use of the Service and Restrictions.**

5.1. Client may use and access the Service solely to aggregate and assess publicly available social media and blog streams for potential threats in the areas of security, public safety, harm, wellness or acts of violence. Alerts are available through the Service for up to thirty (30) days. No other rights, express or implied, are granted by this Agreement or otherwise. Client is solely responsible for Client's and any User's use of the Service and for compliance with this Agreement. Client will use reasonable efforts to prevent unauthorized access to, or use of, the Service, and Client will notify Social Sentinel promptly of any suspected unauthorized access or use. Client

will (and will ensure all Users) use the Service only in accordance with applicable laws and government regulations. Client is solely responsible for maintaining the confidentiality of passwords associated with any account used by Client or Users to access the Service.

5.2. Client will not: (a) make the Service available to, or use the Service for the benefit of, anyone other than Client and Users; (b) sell, resell, license, sublicense, distribute, rent or lease the Service; (c) use the Service to monitor or surveil any individual or small groups of individuals; (d) use the Service in violation of any third-party privacy rights; (e) use the Service for employment or credit check purposes; (f) use the Service to store or transmit Malicious Code; (g) interfere with or disrupt the integrity or performance of the Service or third-party data contained in the Service; (h) attempt to gain unauthorized access to the Service or its related systems or networks; (i) reverse engineer, reverse compile, copy, translate, modify or create derivative works of the Service or any part, feature, function or user interface thereof; (j) use the Service for any purpose other than to obtain Alerts regarding possible threats shared publicly on social media and blog streams; or (k) use the Service in any manner that is illegal or fraudulent, or otherwise in violation of the terms of this Agreement.

5.3. Client acknowledges that pursuant to use of the Service, Client and Users may provide User Added Items. Client hereby grants Social Sentinel the right to use the User Added Items as necessary to provide the Service as outlined in this Agreement. Notwithstanding anything to the contrary in this Agreement, Social Sentinel may de-identify and aggregate any User Added Items and use such anonymous User Added Items in perpetuity for any reasonable business purpose.

5.4. Client may not enter an individual's name in the Service's Local+ feature unless and until either: (a) Client is charged with providing the individual with safety or security services pursuant to applicable law, regulation, organizational policy, or contractual agreement, and the individual has acknowledged same through written documentation; or (b) the individual has provided documented consent regarding such use of the individual's name. Client will keep such documentation for the Term plus two (2) years thereafter, and Social Sentinel may at any time review and make copies of such documentation.

5.5. Client acknowledges and understands that any User Added Items may affect the Alerts provided through the Service, for example by increasing the number of Alerts presented through the Service. Social Sentinel reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all User Added Items from the Service in its sole discretion.

5.6. For any Alerts or other information Client receives through the Service that contain posts or data from third-party social media companies, Client will abide by the terms of use or terms of service of such third-party social media companies, including but not limited to the Twitter Terms of Service (located at <http://twitter.com/tos>) and the Instagram Terms of Use (located at <https://help.instagram.com/478745558852511>).

5.7. Client agrees to keep records sufficient to demonstrate Client's compliance with this Agreement, including the names of Users using the Service.

## 6. Support and Availability.

6.1. Social Sentinel shall provide its standard email and telephone support for the Service to Client during normal business hours, Eastern Standard Time, at no additional charge. Social Sentinel shall provide such support only to Client and Users.

6.2. Social Sentinel shall use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) scheduled downtime (of which Social Sentinel will give reasonable electronic notice); (b) maintenance periods that may be reasonably necessitated outside any normal maintenance window; or (c) any unavailability caused by (i) any Force Majeure Events; (ii) acts or omissions by Social Sentinel when done at the request of Client or any agent or representative of Client; (iii) Client's failure to provide information or approval that is necessary to provide the Service, or (iv) Social Sentinel's suspension of the Service as outlined in this Agreement.

6.3. Social Sentinel shall make commercially reasonable efforts to provide the following client support: (a) working with Client to set up and configure the Service; (b) training Users to use and maintain the Service; (c) providing ongoing support, including holding regularly scheduled calls and responding to inquiries within a commercially reasonable period of time; and (d) providing periodic performance updates.

## 7. Confidentiality.

7.1. Each party will hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than as explicitly outlined in this Agreement. The receiving party agrees to notify the disclosing party promptly of any unauthorized disclosure of the disclosing party's Confidential Information and to assist the receiving party in remedying any such unauthorized disclosure. Nothing in this Agreement will be construed to restrict the Parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure will (to the extent allowed by such law or order) timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the party required to make such disclosure will permit the other party to attempt to limit such disclosure by appropriate legal means.

7.2. The Service identifies Alerts only through data and information shared publicly on social media and blog streams. Though Clients are not required to provide any nonpublic personal information when using the Service, a Client or User may choose to provide nonpublic personally identifiable information when using the Service, such as when using the Service's Local+ feature. To the extent applicable to it, each party shall at all times during the Term comply in all material respects with all laws, legislation, rules, regulations, governmental requirements and industry standards applicable to such party with respect to the performance by each party of its obligations hereunder. Without limiting the foregoing, each party will keep all nonpublic personally identifiable information received or obtained from the other party confidential and shall use such nonpublic personally identifiable information only for the reasonable purposes for which the party delivered such information. Moreover, each party will implement and shall use administrative, electronic, technical and physical safeguards and procedures designed to protect the security, confidentiality and integrity of, to prevent unauthorized access to or use of, and to ensure the proper disposal of, nonpublic personally identifiable information.

## 8. Proprietary Rights and Licenses.

8.1. Subject to Client's right to use the Service as outlined in Section 2, Social Sentinel retains exclusive right, title and interest (including all intellectual property rights and other rights) in and to the Service including any portion thereof (including all ideas, concepts, designs, software, software code, inventions and works of authorship, and all intellectual property associated therewith), all data Social Sentinel determines, in its sole discretion, to maintain relating to the use of the Service (including statistics available to Social Sentinel relating to the Service), any works developed by Social Sentinel related to the Service in any manner, and any integration code and any interfaces or other software or technology developed by Social Sentinel. Client shall have no ownership in or license to the Service, or any portion thereof, or in the intellectual property associated therewith. Except as otherwise set forth in this Agreement, Client shall retain copyright and any other rights Client already holds in any User Added Items created or provided by Client.

8.2. Regarding Alerts and reports that Social Sentinel provides to Client as part of the Service, Social Sentinel grants to Client a perpetual, nonexclusive, nonassignable, nontransferrable license to use such Alerts and reports solely in accordance with the terms and conditions of this Agreement.

8.3. Client acknowledges and understands that if it submits any Client Feedback, Social Sentinel makes no assurances or warranties that such Client Feedback will be treated as confidential or proprietary. By submitting Client Feedback to Social Sentinel, Client is waiving any and all rights that it may have in and to the Client Feedback and is representing and warranting to Social Sentinel that the Client Feedback is wholly original with

Client, that no one else has any rights in the Client Feedback, and that Social Sentinel is free to implement the Client Feedback if it so desires, as provided or as modified by Social Sentinel, without obtaining permission or license from any third party. Notwithstanding the foregoing, if Client Feedback contains nonpublic personally identifiable information about a student, such information will be treated as Confidential Information.

## 9. Representations and Warranties.

9.1. Each party hereby represents and warrants to the other as follows: (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

9.2. Social Sentinel warrants that: (a) the Service will perform materially in accordance with the applicable Documentation; and (b) Social Sentinel will not materially decrease the functionality of the Service during the Term. For any breach of an above warranty, Social Sentinel will use commercially reasonable efforts to cause the Service to function in accordance with the Documentation or otherwise remedy the decrease in functionality, as applicable. If Social Sentinel notifies Client that it is unable to remedy the issue, Client's exclusive remedy (and Social Sentinel's sole responsibility) will be termination and refund of pro-rata fees, as provided in Sections 4.2 and 4.4.

9.3. Social Sentinel warrants that to the best of its knowledge it owns, or is licensed to use, all intellectual property necessary for the conduct of its business pursuant to the terms and conditions of this Agreement.

## 10. Disclaimers.

10.1. The Service provides Social Media Data that is made available to Social Sentinel by one or more social media services or third-party data providers. Social Sentinel makes no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of Social Media Data.

10.2. Client is solely responsible for reviewing Alerts provided by the Service and for determining any actions Client will, or will not, take in response to such Alerts. Social Sentinel does not assume, and hereby disclaims, any responsibility for identifying any actionable Alert. Client acknowledges and understands that Alerts provided through the Service may include Alerts that Client does not find responsive or may omit social media posts. Social Sentinel does not warrant that the information contained in the Alerts is comprehensive, complete or accurate, and Social Sentinel does not assume, and hereby disclaims, any liability to any person or entity for any loss or damage caused by the contents or omissions in any Alerts provided through the Service, whether such contents or omissions result from negligence, accident, or otherwise.

10.3. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9, ABOVE, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." ACCORDINGLY, BUT WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, SOCIAL SENTINEL DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET THE REQUIREMENTS OF ANY PERSON OR WILL OPERATE ERROR-FREE, CONTINUOUSLY, OR COMPLETELY SECURE, AND SOCIAL SENTINEL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SOCIAL SENTINEL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, SOCIAL SENTINEL AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, COMPLETENESS, ACCURACY AND PERFORMANCE OF THE SERVICE.

## 11. Indemnification.

11.1. To the fullest extent permitted by law, Client shall defend and indemnify Social Sentinel and its officers, directors, employees, and stockholders from and against any third party claims, suits, judgments, proceedings, losses, liabilities, costs and expenses (including reasonable attorneys' fees and other reasonable costs and expenses related thereto) to the extent they arise out of or relate to Client's use of or reliance upon the Service, or breach of or failure to comply with any term, condition, representation or covenant under this Agreement.

11.2. To the fullest extent permitted by law, Social Sentinel shall defend and indemnify Client and its officers, directors, employees, and stockholders from and against any third party claims, suits, judgments, proceedings, losses, liabilities, costs and expenses (including reasonable attorneys' fees and other reasonable costs and expenses related thereto) to the extent they arise out of or relate to: (a) the gross negligence or willful misconduct of Social Sentinel; or (b) any third party claims brought against Client for infringement of U.S. intellectual property rights arising from Client's use of the Service provided to Client by Social Sentinel within the scope of rights granted in this Agreement.

11.3. Notwithstanding Sections 11.1 and 11.2, above, the indemnifying party shall be required to indemnify the indemnified party only if: (i) the indemnified party notifies the indemnifying party, promptly in writing, not later than fifteen (15) days after the indemnified party receives written notice of the claim, (ii) the indemnified party gives the indemnifying party sole control of the defense and any settlement negotiations; (iii) the indemnified party gives the indemnifying party the reasonable information, authority, and assistance the indemnifying party needs to defend against or settle the claim, and (iv) the indemnifying party shall not be responsible for any costs and expenses, including attorneys' fees, incurred by the indemnified party to monitor the defense or settlement of the claim by the indemnifying party. Notwithstanding the foregoing, in connection with the defense or settlement of any such claim, the indemnifying party may not make any admissions on the indemnified party's behalf, may not agree to any injunctive relief or restrictive covenants affecting the indemnified party, and may not settle or compromise any claim in a manner that does not unconditionally release the indemnified party from liability thereunder, without the indemnified party's prior written consent.

11.4. The infringement indemnification in subsection (b) of Section 11.2 will not be provided by Social Sentinel: (i) if the applicable Service was used in breach of this Agreement, (ii) if the Service is altered by a party other than Social Sentinel if the infringement claim could have been avoided by using an unaltered version of the Service, (iii) if Client uses a version of the Service that has been superseded with a new version and the infringement claim could have been avoided by using an unaltered current version of the Service, (iv) to the extent that an infringement claim is based on a product or service not provided by Social Sentinel; or (v) to the extent that an infringement claim is based on the combination by Client of the Service with any products or services not provided by Social Sentinel. This indemnification obligation of Social Sentinel is expressly limited to the rights to use the Service by Client from Social Sentinel.

12. Limitation of Liability. NEITHER PARTY, NOR ANY OF ITS AFFILIATES, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, AGENTS, AND EMPLOYEES, SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING DAMAGES DERIVED FROM THE LOSS OF EARNINGS, PROFITS OR GOODWILL OR FROM INCREASED EXPENSES OR COSTS, FORESEEABLE OR UNFORESEEABLE), THAT MAY BE INCURRED OR SUFFERED BY A PARTY OR ANY CUSTOMER OR ANY OTHER PERSON WHETHER UNDER THE LAWS OF CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF SOCIAL SENTINEL UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CLIENT IN THE LAST TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN

TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN, DISCOVERED BY CLIENT. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH SUCH CLAIM OF DAMAGE IS BASED, BE IT IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." The Parties acknowledge that the limitations of liability in this Agreement and the allocations of risk in this Agreement are essential elements of the bargain between the Parties, without which Social Sentinel would not have entered into this Agreement.

### 13. General Provisions.

13.1. Governing Law. This Agreement is governed by the laws of the State of Vermont without regard to its conflicts of laws provisions, the state and federal courts of which have sole and exclusive jurisdiction to resolve any actions or claims arising out of or in connection with this Agreement. Client submits to the exclusive jurisdiction of such courts for such purpose.

13.2. Entire Agreement; Modifications; Order of Precedence. This Agreement, including any items referenced in this Agreement, is the entire agreement between Client and Social Sentinel regarding Client's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No terms, provisions or conditions of any purchase order or other business form issued by Client relating to this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Social Sentinel to object to such terms, provisions or conditions. Except as otherwise outlined in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed (which may be electronic) by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the Order Form, (2) the TOU, and (3) any exhibits or other attachments to the Agreement.

13.3. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, Social Sentinel may assign this Agreement in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or the assets to which this Agreement relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

13.4. Independent Contractor. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

13.5. Client Disclosure. Social Sentinel will not disclose the fact that Client is a client of Social Sentinel to the general public or media, unless otherwise required by law, without Client's prior written consent. Notwithstanding the foregoing, Social Sentinel may use Client's name for the limited purposes of training and educating existing and prospective clients without Client's prior written consent.

13.6. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to any Force Majeure Events.

13.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will

remain in effect. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.8. Notices. Notice under this Agreement must be in writing (including electronic format) and sent by postage prepaid first-class mail or received courier service to the address below or to such other address (including facsimile or e-mail) as specified below, and will be effective upon receipt:

- To Client: To the contact information provided on the Order Form or as subsequently provided in writing by Client.
- To Social Sentinel: To Social Sentinel, Inc., 128 Lakeside Dr., Suite 302, Burlington, VT 05401, Attention: General Counsel.

13.9. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

*[End of Agreement]*